

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this first day of May, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and Goodwill Industries of Northern New England, mailing address PO Box 8600, Portland, ME 04104, physical address 353 Cumberland Ave, Portland, ME 04101, hereinafter called "Provider, for the period of July 01, 2009 to June 30, 2010.

The Vendor Customer Number of the Provider is VC1000033545

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A -- Specifications of Work to be Performed
- Rider B -- Payment and Other Provisions
- Rider C -- Rider B Exceptions
- Rider D -- Additional Requirements
- Rider E -- Program Requirements
- Rider F -- Budget; F-1 Agreement Settlement Form; F-2 Agreement Compliance Form
- Rider G -- Identification of Country In Which Contracted Work Will Be Performed
- Rider I - Assurance of Compliance

WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: [Signature]
Russell J. Begin, Deputy Commissioner for Finance

ENCUMBERED
AUG 20 2009
STATE CONTROLLER

And Goodwill Industries of Northern New England

By: [Signature]
Michael Coughlin, Executive Director
Total Agreement Amount: \$ 147,161.00

Approved: [Signature] **AUG 20 2009**
Chair, State Purchases Review Committee

RIDER A

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of Senior Community Service Programs. The level of funding and service descriptions are detailed in Section III Service Specifications and Performance Guidelines and summarized in Budget Form 6 Summary of Services Purchased.

II. GENERAL REQUIREMENTSA. Reporting.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

Additionally, in cases of the Provider's non-compliance with these reporting requirements, as applicable the Department may contact the Department of Health and Human Services', Bureau of Medical Services to request suspension of MaineCare payments until the problem is resolved.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Department in accordance with 34-B M.R.S.A. §1207 and in accordance with Section 6 of Rider B of this Agreement.

The Provider agrees to submit the types of reports checked below, to be submitted as frequently as indicated. Provider understands that such reports are due at the Department (submitted directly to OES) within 25 days after the end of each specified time period, and that subsequent payment installments will not be made until such reports are received and reviewed. Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator.

Reporting Requirements

X **Program reports**, that include an unduplicated count of people served by program, and the types and amounts of services provided and/or purchased, as described in Section III, Service Specifications/Performance Guidelines.
 Monthly ☐ Quarterly ☒ Six Months ☐ Annual ☐

Unduplicated counts are not required for the following services(s) N/A

While specific reporting requirements are still being finalized, States and Tribes will be required to report ARRA data on a quarterly basis via an on-line, internet based system. This data may include the number of home delivered and congregate meals provided, number of people served, number of jobs created and/or retained, as well as, the amount of ARRA funds expended. A copy of the draft Standard Data Elements for Reports Under Section 1512 of the ARRA is attached.



STATE OF MAINE
STANDARD AGREEMENT COVER PAGE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DHHS Agreement# OES-09-402RA
Encumbrance# 10A 20090403000000005338

Community Agency Name: Goodwill Industries of Northern New England

Address: 353 Cumberland Ave, Portland, ME 04104

Program Name: Senior Community Service Employment Program Service: Job Training

Geographic Area Served Statewide

DHHS District # _____ DHHS Region # _____ Vendor/Customer #: VC1000033545
Agency Fiscal Year: July to June

FOR DEPARTMENT USE ONLY

Agreement Period

Type of Agreement

Effective Date: 07/01/2009
Termination Date: 6/30/2010
Amended Effective Date:
Revision
Amended Termination Date:

☐ State Services ☒ New
☒ Client Services ☐ Renewal
☐ Amendment ☐ Budget

CFDA #	Funding Name	ACCOUNT #	FY 2009 Encumbrance	FY 2010 Encumbrance	Agreement Total
1. 17.235	SCSEP ARRA	020-10A-6008-02-SCSRA	0.00	147,161	147,161
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
TOTALS			\$ 0.00	\$147,161	\$147,161.00

Agreement Routing: Agreement Administrator: Ingrid Lapointe, DHHS OES
Purchased Service Manager: John Costello

**STATE OF MAINE
DEPARTMENT OF HEALTH & HUMAN SERVICES**

PROVIDER SUMMARY PAGE

Community Agency/Program Name: Goodwill Industries of Northern New England, Inc

TTY: _____

Executive Director: Michael Coughlin

Telephone #: 207-774-6323 **Fax #:** 207-761-8402

Address: PO Box 8600, Portland, ME 04104

E-mail address: mcoughlin@ginne.org

Agreement Contact Person: Tom Nickerson

Telephone #: 207-774-6323 **Fax #:** 207-761-8402

Address: PO Box 8600, Portland, ME 04104

E-mail address: Tom.nickerson@goodwillnne.org

Fiscal Contact Person: Kathy Finnell

Telephone #: 207-774-6323 **Fax #:** 207-761-8402

Address: PO Box 8600, Portland, ME 04104

E-mail address: kfinnell@ginne.org

Clinical Director: _____

Telephone #: _____ **Fax #:** _____

Address: _____

E-mail address: _____

IT Services Contact: _____

Telephone #: _____ **Fax #:** _____

Address: _____

E-mail address: _____

Other Contact Information:

List all locations where client services are provided and include the contact person, telephone number, and hours of service.

Service	Service Site	Contact Person	Telephone #	Hours of Service	License Type and Capacity

STATE OF MAINE
DEPARTMENT OF HEALTH & HUMAN SERVICES
OFFICE OF ELDER SERVICES

CERTIFICATION OF AUTHORIZATION

(Use only for new agreements or when authorized persons change.)

At a duly authorized meeting of the Board of Directors of Goodwill of Northern New England held on April 23, 2009 it was VOTED that

Michael Coughlin

and/or

Executive Director

Name

Title

Steve Tselikis

and/or

CFO

Name

Title

of this organization be authorized to execute agreements in the name of and on behalf of said organization. It was further VOTED that

Kathy Finnell

and/or

Controller

Name

Title

Dorothy McKenna

and/or

Accountant

Name

Title

be authorized to submit requests for payments on behalf of this organization. Such execution of any agreement or obligation in this organization's name shall be valid and binding upon this organization.

ATTEST: NAME

TITLE

Judith J. Stone

Board President

This form must be signed by the President or Secretary of the Board.

X **Performance reports**, describing the progress in achieving the agreement goals, indicators, strategies, and measures, including any applicable data, for the services listed below.

Monthly ☐ Quarterly ☒ Six Months ☐ Annual ☐

One or two performance goals must be developed specifically for American Recovery and Reinvestment Act of 2009 (ARRA) funds

 Narrative reports, addressing the points specified below.

Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

 National Aging Program Information System (NAPIS) report;

Administration on Aging (for area agencies on aging only).

Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

 X **Income and expense reports**, based on accrual accounting, reflecting accounts payable and receivable, for every program listed on Rider A, III G. Summary Cost Form-Schedule A-Income and Expenses.

Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

Separate tracking will be required
Other;

 X **Other**, Other reports maybe required under the ARRA funds

Monthly ☐ Quarterly ☒ Six Months ☐ Annual ☐

 Other;

Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

 Other;

Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

 Other;

Monthly ☐ Quarterly ☐ Six Months ☐ Annual ☐

 Other:

Monthly ☐ Quarterly ☐ Six Months ☒ Annual ☐

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

A. Description of Services

Listed below are the services to be provided through this agreement, either directly or through a sub-agreement. *(Check off which services will be provided, and add definitions for any other service(s) provided that are not included on this list.)*

- X Senior Community Service Employment Program (SCSEP)
SCSEP is a training program for people 55 and over, who are low income and need to re-enter the workplace. The program places the participant in a non profit agency where the participant will do up to 20 hours per week of paid community service; in return the participant will develop skills in a field that will make them more employable. The goal is to find an unsubsidized job. ARRA funding will fund approximately 12 additional participants.
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

OES Contracts do not have target groups or service codes.

B. Performance Goals, Indicators, Strategies, and Measures

OFFICE OF ELDER SERVICES

**AREA AGENCY ON AGING CONTRACTS
PERFORMANCE REPORT GUIDANCE - effective 7/1/2007**

The **Performance Report** is completed annually by the area agencies on aging and submitted to OES within 30 days after the end of the fiscal year. It is required for the following programs/service areas: Aging and Disability Resource Center, Alzheimer's Respite, Family Caregiver Support Program, Independent Housing with Services Program, Nutrition, Outreach/Information & Assistance/Referral and Transportation.

For each of the services described in *Rider A, Section III, Service Specifications and Performance Guidelines, B. Performance Goals, Indicators, Strategies, and Measures* of the contract, describe the measurement outcomes and attach any applicable supporting data.

Definitions:

- **Goal** – Statement of what is to be accomplished by the agency's actions or activities
- **Indicator** – A value used to measure current conditions
- **Strategy** – The plan of action; what the agency intends to do to accomplish the goal
- **Baseline** – A measurement used as a basis for comparison
- **Measure** – The degree or level at which the goal was accomplished

OES – AREA AGENCY ON AGING CONTRACT

Office of Elder Services
 442 Civic Center Drive
 11 State House Station
 Augusta, ME 04333-0011

Performance Report for SFY:
Agency:
Program Contact:
Prepared By:
Submission Date:
Revision Date (if any):

Program/Service Area: SCSEP

Goal: Approximately 12 additional older, unemployed adults will have access to job training and placement assistance due to ARRA funding.

Indicator 1: Community Service Training leading to unsubsidized employment in the growth industries emphasized in the ARRA of 2009

Strategy(ies):

1. Partner with Maine's Area Agencies on Aging to facilitate referrals of SCSEP eligible participants for the Benefits Enrollment Center Project.
2. Seek alternative host sites that offer ARRA growth industries related positions to fill slots not filled by the Benefits Enrollment Center project.

Baseline: A minimum of 12 training positions will be filled utilizing ARRA grant funds

Measure(s)*:

1. 18 SCSEP eligible participants will be placed into training.
 Results: Placed participants will improve their work skill levels and be able to apply for and retain employment.

2. 85% of the participants will average \$7.44 per hour for 20 hours per week while in training during the grant period.

Results: Placed participants will be able to move to better paying jobs upon completion of the grant training period.

*Attach supportive data, i.e. summary of survey results.

Additional Program Specific Requirements
(optional – only if required by OES)

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS
For Cost Settled Agreements

1. AGREEMENT AMOUNT \$147,161.00

2. INVOICES AND PAYMENTS The Department will pay the provider as follows:

The Department shall pay the Provider fourteen monthly payments; the total amount of the payments will not exceed the agreement amount. Payments may be adjusted on a quarterly basis, based upon the level of expenditures as reported on the quarterly financial reports as indicated in Rider A.

Payments may be delayed or reduced when:

- A. The provider has not submitted required program and fiscal reports.
- B. There is an under expenditure of budgeted funds or under delivery of services amounting to 10% or more of the total agreement for 3 consecutive months.
- C. Services have been provided to ineligible recipients.
- D. An audit finding shows that the provider holds an overpayment from a prior contract.
- E. Other circumstances where, in the judgment of the Agreement Administrator, delay or reduction of payment is appropriate.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds.

3. BENEFITS AND DEDUCTIONS If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. INDEPENDENT CAPACITY In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name and Title: Ingrid Lapointe, Community Resource
 Manager
 Address: 32 Blossom St, Marquardt Bldg 2nd FL
 Augusta, ME 04330
 Telephone: 207-287-9219
 E-mail address Ingrid.Lapointe@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement

The following is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement.

Name and Title: Mary Walsh, Director of Community Programs
 Address: 32 Blossom St, Marquardt Bldg, 2nd Fl
 Augusta, ME 04330
 Telephone: 207-287-9207
 E-mail address: Mary.Walsh@maine.gov

7. CHANGES IN THE WORK

The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. SUB-AGREEMENTS Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. SUBLETTING, ASSIGNMENT OR TRANSFER The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race,

color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this

Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims

to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term

commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. ENTIRE AGREEMENT This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider C - Exceptions to Rider B**American Recovery and Reinvestment Act of 2009, Vendor Obligations**

1. Since this agreement contains ARRA stimulus funds, the vendor will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Vendors will post to Maine Career Centers <http://www.mainecareercenter.com/> notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The Department may waive the requirements of this section at its discretion.
2. The vendor will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit reports as requested by the State of Maine. The State of Maine as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by Federal agency inspectors. Additional reports may be required under this agreement.
 - a. Optional reports may be requested at the Department's discretion. These reports are outlined in Rider A.

Rider D
Additional Requirements

1. **AUDIT.** Funds provided under this Agreement to community agencies for social services are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP-III), Federal OMB Circular A-110, and may further be subject to audit by authorized representatives of the Federal Government, according to the Agreement Settlement Form (pro forma) contained in Rider F, if applicable. This provision does not apply to contracts that provide only MaineCare seed funds.

Please see <http://www.maine.gov/sos/cec/rules/10/chaps10.htm> for details on this requirement.

2. **REPORTING SUSPECTED ABUSE OR NEGLECT.** The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 9.

3. **CONFIDENTIALITY.** The provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver in form acceptable to the Department a Business Associate agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. The Department shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the Department or fails to adhere to the terms of the BA Agreement.

4. **LOBBYING.** No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the Department with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form available at:

<http://www.whitehouse.gov/omb/grants/#forms>.

5. **DRUG-FREE WORKPLACE.** By signing this agreement, the Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such

prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. DEBARMENT AND SUSPENSION. By signing this agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

7. ENVIRONMENT TOBACCO SMOKE. By signing this agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

8. MEDICARE AND MAINECARE ANTI-KICKBACK. By signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b (b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.

9. PUBLICATIONS. When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Provider agrees to clearly acknowledge the participation of the Department of Health and Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the

percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

Rider D

10. MOTOR VEHICLE CHECK. The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

11. OWNERSHIP. All notebooks, plans, working papers, or other work produced in the performance of this Agreement that are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department.

12. SOFTWARE OWNERSHIP. Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

13. EXCEPTIONS TO OMB CIRCULARS FOR NON-FEDERALLY-FUNDED ACTIVITIES.

(a) Travel. The reimbursement rate for mileage charged to DHHS funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A)).

(b) Any other exceptions to OMB Circular A-122 are allowable only with prior written approval from the Department and must be offset against identified unrestricted non-Federal revenue.

14. MAINECARE REGULATIONS. Providers who receive MaineCare funds will assure that their programmatic and financial management policies and procedures are in accordance with applicable MaineCare regulations and that their staff members are familiar with the requirements of the applicable MaineCare service they are providing. Providers will ensure that they are in compliance with the applicable MaineCare regulation prior to billing for the service.

15. REVENUE MAXIMIZATION. The Provider shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance as may be available to reduce the need for funds from the Department. Contract funds may not be used to pay for services that are reimbursable by other third party sources, such as private health insurance and MaineCare, under any circumstances. It is the Provider's obligation to seek and obtain reimbursement from other third party sources for any reimbursable services provided to covered individuals.

16. BACKGROUND CHECKS. The Provider agrees to conduct background checks on all prospective employees, persons contracted or hired, consultants, volunteers, students, and other persons

who may provide services under this contract. Background checks on persons professionally licensed by the State of Maine will include a confirmation that the licensee is in good standing with the appropriate licensing board or entity. The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this contract if that person has a record of:

- (a) any criminal conviction that involves client abuse, neglect or exploitation;
- (b) any criminal conviction in connection to intentional or knowing conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;
- (c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or
- (d) any other criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years. Employment of persons with records of such convictions more than two years ago is a matter within the Provider's discretion after consideration of the individual's criminal record in relation to the nature of the position.

The Provider shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective employee of the Provider, it is the Provider's responsibility to decide what hiring action to take in response to that substantiation, while acting in accordance with licensing standards.

Providers are not required to obtain records from child protective services for employees who (a) do not provide services to children, and (b) work in settings where there is on-site supervision at all times.

17. PROVIDER RESPONSIBILITIES / SUB AGREEMENTS. The Provider is solely responsible for fulfillment of this Agreement with the Department. The Provider assumes responsibility for all services offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.

(a) Sub-agreements.

i. All sub-agreements must contain the assurances enumerated in Sections 10, 11, and 12 of Rider B and Sections 4, 5, 6, 7 of Rider D;

ii. All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.

(b) Relationship between Provider, Subcontractor and Department. The Provider shall be wholly responsible for performance of the entire agreement whether or not subcontractors are used. Any sub-agreement into which the Provider enters with respect to performance under this Agreement shall not relieve the Provider in any way of responsibility for performance of its duties. Further, the Department will consider the Provider to be the sole point of contact with regard to any matters related to this Agreement, including payment of any and all charges resulting from this Agreement. The Department shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid.

(c) Liability to Subcontractor. The requirement of prior approval of any sub-agreement under this Agreement shall not make the Department a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the Department. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Department

18. RENEWALS. This Agreement may be renewed at the discretion of the Department.

19. NO RULE OF CONSTRUCTION. The parties acknowledge that this Agreement was initially prepared by the Department solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.

20. CONFLICT OF INTEREST. The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants that in the performance of this Agreement, no person having any such known interests shall be employed. (See also Rider B, #11 and #12.)

The following are additional OES program requirements:

1. **Services to AMHI Consent Decree Class Members.** The Provider agrees to serve class members of the AMHI Consent Decree who are eligible for the services purchased through this agreement. The Provider further agrees to collect data and maintain client records, and to comply with all applicable provisions of the AMHI Consent Decree.
2. **Independent Housing/Assisted Living Subagreements.** The amount paid to subcontractors for services supported in part or wholly by OES funds will not exceed the rates paid by OES or MaineCare for comparable in-home services. Information about rates can be obtained from OES.
3. **HIPAA Business Associate Agreement**
☒ Applicable; refer to HIPAA Business Associate Agreement further on in this Rider.
☐ Not applicable for this agreement
4. **Other**

Definitions

Business Associate	"Business Associate" shall refer to <u>agency signing this contract</u> .
Covered Entity	"Covered Entity" shall refer to the Bureau of Elder and Adult Services, Maine Department of Health & Human Services.
Individual	"Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
Privacy Rule	"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
Protected Health Information	"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
Required By Law	"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
Secretary	"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Obligations and Activities of the Business Associate

The Business Associate agrees to:

- A. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- B. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- D. Report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which the Business Associate becomes aware.
- E. Ensure that any agent, including a subcontractor, to whom the Business Associate provides Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to information received from, or created or received by, the Business Associate on behalf of the Covered Entity.
- F. Provide access, at the request of the Covered Entity, and in a timely manner, to Protected Health Information to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- G. Make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR § at the request of the Covered Entity or an Individual, and in a timely manner.

- H. Make available in a timely manner to the Covered Entity, or to the Secretary, internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity.
- I. Document such disclosures of Protected Health Information and related information in accordance with 45 CFR § 164.528.
- J. Provide the Covered Entity or an Individual, in a timely manner, information collected in accordance with Rider A of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- K. Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Permitted Uses and Disclosures by the Business Associate

Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose Protected Health Information, pursuant to this Agreement, for the following purposes: to perform functions, activities, or services for, or on behalf of, the Covered Entity; or as required by law. Any such use or disclosure may not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of the Covered Entity

The Covered Entity shall:

- A. Notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- B. Notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- C. Notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.
- D. Not require the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

Term and Termination.

- A. Term. The Term of this Agreement shall be effective as of the date specified in the Agreement to Purchase Services BP-54, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions of this Section. The confidentiality provisions of this Agreement shall survive indefinitely, even beyond the termination of this Agreement, or as required by law.
- B. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall either:

1. Provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity may terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
2. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
2. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and its implementing regulations.
- C. Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and its implementing regulations.
- E. Invalid provision. If any provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Agreement.

STATE OF MAINE HEALTH AND HUMAN SERVICES REVENUE SUMMARY		AGENCY NAME: PROGRAM NAME: AGREEMENT START DATE: AGREEMENT END DATE: AGREEMENT # DHHS:		Goodwill Industries of Northern New England, Inc. Senior Community Service Employment Program AFRA 7/1/09 6/30/10 OES-09-402RA		
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1	REVENUE SOURCES	TOTAL PROGRAMS (this agreement)	SERVICE: PROGRAM:	SERVICE: PROGRAM:	SERVICE: PROGRAM:	SERVICE: PROGRAM:
2	TO BE COST SHARED (List by Donor or Source (Add rows as needed)*)					
3	AGREEMENT FEDERAL REVENUE					
4	FEDERAL DHHS AGREEMENT FUNDS	147,161				
5						
6	AGREEMENT STATE REVENUE					
7	STATE DHHS AGREEMENT FUNDS-FHM					
8	STATE DHHS AGREEMENT FUNDS-GF					
9						
10	UNRESTRICTED COUNTY/MUNICIPAL REVENUE					
11						
12	PRIVATE CLIENT FEES					
14						
15	UNRESTRICTED REVENUE (Not for specific use by Donor or funds committed to budget by Agency)					
16						
17						
18	TOTAL COST SHARED REVENUE	147,161	0	0	0	0
19						
20	NON COST SHARED REVENUE (Add rows as needed)*					
21	MAINECARE					
22	IN-KIND	16,400				
23	PROGRAM FEES					
24						
25						
26						
27						
28						
29						
30						
31						
32						
33	TOTAL NON COST SHARED REVENUE	16,400	0	0	0	0
34						
35	TOTAL REVENUE (Lines 28 + 37)	163,561	0	0	0	0
36						
37	TOTAL AGENCY-WIDE REVENUE	57,579,232				

* If adding rows, please make sure cells containing formulas are copied into rows added

STATE OF MAINE HEALTH AND HUMAN SERVICES EXPENSE SUMMARY		AGENCY NAME: Goodwill Industries of Northern New England, Inc.	
PROGRAM NAME:		Senior Community Service Employment Program ARRA	
AGREEMENT START DATE:		July 1, 2009	
AGREEMENT END DATE:		June 30, 2010	
AGREEMENT # DHHS:		OES-09-402RA	

LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1		TOTAL PROGRAMS (this agreement)	SERVICE:	SERVICE:	SERVICE:	SERVICE:
2			PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
3	PERSONNEL EXPENSES					
4	SALARIES/WAGES	112,438				
5	FRINGE BENEFITS	12,933				
6	IN-KIND					
7	TOTAL PERSONNEL EXPENSES	125,371	0	0	0	0
8	EQUIPMENT PURCHASES					
9	SUB RECIPIENT AWARDS					
10	ALL OTHER EXPENSES					
11	OCCUPANCY - DEPRECIATION					
12	OCCUPANCY - INTEREST					
13	OCCUPANCY - RENT					
14	UTILITIES/HEAT					
15	TELEPHONE	1,200				
16	MAINTENANCE/MINOR REPAIRS					
17	BONDING/INSURANCE					
18	EQUIPMENT RENTAL/LEASE					
19	MATERIALS/SUPPLIES	250				
20	DEPRECIATION (Non-occupancy)					
21	FOOD					
22	CLIENT-RELATED TRAVEL	750				
23	OTHER TRAVEL	1,402				
24	CONSULTANTS - DIRECT SERVICE					
25	CONSULTANTS - OTHER					
26	INDEPENDENT PUBLIC ACCOUNTANTS					
27	TECHNOLOGY SERVICES/SOFTWARE	500				
28	IN-KIND	16,400				
29	MISCELLANEOUS	1,500				
30	INDIRECT ALLOCATED- G&A	16,188				
31	TOTAL ALL OTHER (Lines 11 through 30)	38,190	0	0	0	0
32	TOTAL EXPENSES (Lines 7, 8, 9, 31)	163,561	0	0	0	0
33	TOTAL AGENCY-WIDE EXPENSES	55,787,630				

STATE OF MAINE HEALTH AND HUMAN SERVICES IN-KIND RESOURCE DONATION	AGENCY NAME:	Goodwill Industries of Northern New England, Inc.
	PROGRAM NAME:	Senior Community Service Employment Program ARRA
	AGREEMENT START DATE:	July 1, 2009
	AGREEMENT END DATE:	June 30, 2010
	AGREEMENT # DHHS:	OES-09-402RA

\$	16,400	Of In-Kind (describe):
Shall be furnished by:		
Explanation (how was value determined): Site supervision and training will be tracked on participant time sheets and will be valued at \$15 per hour. If applicable, any cash loss incurred by Goodwill in the operation of this program will be considered "in-kind."		
Shall be used as matching funds for (check applicable):		
<input type="checkbox"/> FVPG	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP

\$		Of In-Kind (describe):
Shall be furnished by:		
Explanation (how was value determined):		
Shall be used as matching funds for (check applicable):		
<input type="checkbox"/> FVPG	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP

\$		Of In-Kind (describe):
Shall be furnished by:		
Explanation (how was value determined):		
Shall be used as matching funds for (check applicable):		
<input type="checkbox"/> FVPG	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP

STATE OF MAINE HEALTH AND HUMAN SERVICES PERSONNEL EXPENSES		AGENCY NAME: PROGRAM NAME: AGREEMENT START DATE: AGREEMENT END DATE: AGREEMENT # DHHS:		Goodwill Industries of Northern New England, Inc. Senior Community Service Employment Program ARRA July 1, 2009 June 30, 2010 OES-09-402RA		
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
PERSONNEL EXPENSES						
(Direct Costs Only, use form 4a for staff in Allocated Indirect Cost)						
	POSITION TITLE	CREDENTIAL (eg. MHRT II, LCSW)	AVG. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL # ANNUAL HOURS SPENT ON PROGRAM	TOTAL PROGRAM SALARY FOR AGREEMENT PERIOD
1	Direct Care/Clinical Staff:					
2	Participants, July - September 2009 (5)	n/a	7.25	9,741	1,344	9,741
3	Participants, October 2009 - June 2010 (16)	n/a	7.50	90,697	12,093	90,697
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14	Total FTE 6.46					
15	Administrative Staff (non Indirect Allocated)					
16	Counselor		16.83	35,000	713	100,438
17						
18						
19						
20	Total FTE - 0.3					
21	TOTAL					
COLUMBIA 7						
TOTAL FRINGE BENEFITS		SUMMARY				
22	TYPE OF BENEFIT (SPECIFY)	% SALARY	ITEM			
23	FICA TAX	7.65%	TOTAL SALARY	112,438		
24	UNEMPLOYMENT INSURANCE	0.50%	TOTAL FRINGE	12,933		
25	WORKERS' COMPENSATION	1.00%				
26	HEALTH/DENTAL	1.07%	TOTAL (same as Form 2, line 7, for each Program)	125,371		
27	PENSION	0.43%	Remarks:			
28	OTHER	0.86%				
29	TOTAL FRINGE BENEFITS	11.50%				
COLUMBIA 9						
CONSULTANTS- DIRECT SERVICE						
31	Service	Consultant Name	Credential	Hourly Rate	# Annual Hours	Total Cost
33						0
34						0
35						0
36	TOTAL					0

STATE OF MAINE		AGENCY NAME:		Goodwill Industries of Northern New England, Inc.	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Senior Community Service Employment Program ARRA	
		AGREEMENT START DATE:		July 1, 2009	
		AGREEMENT END DATE:		June 30, 2010	
INDIRECT ALLOCATION (G&A) SUMMARY		AGREEMENT # DHS:		OES-09-402RA	
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	
1	CATEGORY OF EXPENSE	TOTAL AGENCY G&A BUDGET	G&A ALLOCATED TO AGREEMENT PROGRAMS	G&A ALLOCATED TO OTHER PROGRAMS	
2	TOTAL PERSONNEL EXPENSE	2,693,486	10,613	2,682,873	
3	EQUIPMENT PURCHASES	0	0	0	
4	ALL OTHER	1,414,848	5,575	1,409,271	
5	TOTAL AGENCY INDIRECT	4,108,332	16,188	4,092,144	
6	PERCENT	100%	0%	100%	
7	NARRATIVE EXPLANATION: General & Administrative Costs are allocated to benefitting cost centers each month based on each cost center's relative percent of total expenses.				

STATE OF MAINE		AGENCY NAME:		Goodwill Industries of Northern New England, Inc.	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Senior Community Service Employment Program ARRA	
		AGREEMENT START DATE:		July 1, 2009	
		AGREEMENT END DATE:		June 30, 2010	
INDIRECT PERSONNEL SUMMARY		AGREEMENT # DHHS:		OES-09-402RA	
COLUMN 1		COLUMN 2		COLUMN 3	
PERSONNEL EXPENSES					
(Indirect Allocated Costs Only- General and Administrative Staff)					
POSITION TITLE		AVE. HOURLY RATE		TOTAL SALARY FOR AGREEMENT PERIOD	
				TOTAL SALARY ALLOCATED TO TOTAL AGREEMENT	
1	AVR Manager	25.72	53,498	181	
2	AVR Specialist	15.62	32,490	110	
3	Accounting Specialist	17.31	36,005	122	
4	Accounting Specialist	16.95	35,256	119	
5	Assistant to Benefits Manager	16.00	33,280	112	
6	Assistant to Chief Administrative Officer	14.81	30,809	104	
7	Assistant to Chief Administrative Officer	2.12	4,401	15	
8	Assistant to Director of Workforce Development	9.00	18,720	63	
9	Benefits Manager	26.94	56,035	189	
10	Billing Analyst	24.28	50,500	171	
11	Business Analyst	25.21	52,432	177	
12	Business Analyst	13.46	28,000	95	
13	Chief Administrative Officer	29.71	61,801	209	
14	Chief Administrative Officer	7.43	15,450	52	
15	Chief Financial Officer	60.24	125,299	423	
16	Clinical Billing Manager	18.48	38,438	130	
17	Controller	37.99	79,019	267	
18	Desk Top Support	15.30	31,824	108	
19	Director of Information Technology	34.99	72,779	246	
20	(continued on next page)				
21	SUBTOTAL		856,036		2,892
COLUMN 5		COLUMN 6			
TOTAL FRINGE BENEFITS		SUMMARY			
TYPE OF BENEFIT (SPECIFY)		EXPENSE		ITEM	
22	FICA TAX			TOTAL SALARY	
23	UNEMPLOYMENT INSURANCE			TOTAL FRINGE	
24	WORKERS' COMPENSATION				
25	HEALTH/DENTAL			TOTAL	
26	PENSION			Remarks:	
27	OTHER				
28	TOTAL FRINGE BENEFITS	0.00%	0		

STATE OF MAINE		AGENCY NAME:		Goodwill Industries of Northern New England, Inc.	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Senior Community Service Employment Program ARRA	
		AGREEMENT START DATE:		July 1, 2009	
		AGREEMENT END DATE:		June 30, 2010	
INDIRECT PERSONNEL SUMMARY		AGREEMENT # DHHS:		OES-09-402RA	
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	
PERSONNEL EXPENSES					
(Indirect Allocated Costs Only- General and Administrative Staff)					
	POSITION TITLE	AVE. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL SALARY ALLOCATED TO TOTAL AGREEMENT	
1	Director of Workforce Development	37.43	77,854	263	
2	Employee Relations Assistant	16.00	33,280	112	
3	Employee Relations Office Assistant	4.34	9,017	30	
4	Executive Assistant	19.51	40,581	137	
5	Executive Director	75.73	157,518	532	
6	Health & Safety Manager	24.16	50,253	170	
7	Help Desk	15.00	31,200	105	
8	Help Desk	15.41	32,053	108	
9	Help Desk	15.25	31,720	107	
10	Help Desk	15.25	31,720	107	
11	Help Desk Supervisor	22.36	46,509	157	
12	HR Assistant	28.84	59,987	203	
13	HR Director	33.69	70,075	237	
14	HR Representative	17.28	35,942	121	
15	Loss Prevention	14.20	29,544	100	
16	Network Administrator	13.46	28,000	95	
17	Payroll Manager	24.24	50,419	170	
18	Payroll Specialist	16.10	33,488	113	
19	Property Manager	2.43	5,044	17	
20	(continued on next page)				
21	SUBTOTAL		854,205	2,886	
	COLUMN 5	COLUMN 6			
	TOTAL FRINGE BENEFITS	SUMMARY			
22	TYPE OF BENEFIT (SPECIFY)	EXPENSE	ITEM		
23	FICA TAX		TOTAL SALARY	2,886	
24	UNEMPLOYMENT INSURANCE		TOTAL FRINGE	0	
25	WORKERS' COMPENSATION				
26	HEALTH/DENTAL		TOTAL	2,886	
27	PENSION		Remarks:		
28	OTHER				
29	TOTAL FRINGE BENEFITS	0.00%	0		

STATE OF MAINE		AGENCY NAME:		Goodwill Industries of Northern New England, Inc.	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Senior Community Service Employment Program ARRA	
		AGREEMENT START DATE:		July 1, 2009	
		AGREEMENT END DATE:		June 30, 2010	
INDIRECT PERSONNEL SUMMARY		AGREEMENT # DHHS:		OES-09-402RA	
INE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	
PERSONNEL EXPENSES					
(Indirect Allocated Costs Only- General and Administrative Staff)					
	POSITION TITLE	AVE. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL SALARY ALLOCATED TO TOTAL AGREEMENT	
1	Quality Assurance Director	34.32	71,386	241	
2	Receptionist	12.76	26,545	90	
3	Recruiting Coordinator	18.62	38,730	131	
4	Recruiting Manager	25.81	53,685	181	
5	Risk Management Assistant	9.67	20,124	68	
6	Safety Claims Representative	14.42	29,994	101	
7	Senior Accountant	25.00	52,000	176	
8	Senior Accountant	25.00	52,000	176	
9	Senior Network Engineer	34.84	72,467	245	
10	Staff Accountant	19.23	40,002	135	
11	Staff Accountant	25.96	54,000	182	
12	Staff Accountant	17.85	37,128	125	
13	Staff Accountant	17.31	36,000	122	
14	Systems Analyst	25.87	53,810	182	
15	Systems Analyst	24.28	50,502	171	
16	Volunteer Coordinator	16.97	35,298	119	
17	Workforce Operations Manager	23.33	48,526	164	
18					
19					
20					
21	SUBTOTAL		772,195	2,609	
	COLUMN 5		COLUMN 6		
	TOTAL FRINGE BENEFITS		SUMMARY		
22	TYPE OF BENEFIT (SPECIFY)	% SALARY	EXPENSE	ITEM	
23	FICA TAX			TOTAL SALARY	2,609
24	UNEMPLOYMENT INSURANCE			TOTAL FRINGE	0
25	WORKERS' COMPENSATION				
26	HEALTH/DENTAL			TOTAL	2,609
27	PENSION			Remarks:	
28	OTHER				
29	TOTAL FRINGE BENEFITS	0.00%	0		

STATE OF MAINE		AGENCY NAME:		Goodwill Industries of Northern New England, Inc.	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Senior Community Service Employment Program ARRA	
		AGREEMENT START DATE:		July 1, 2009	
		AGREEMENT END DATE:		June 30, 2010	
INDIRECT PERSONNEL SUMMARY		AGREEMENT # DHHS:		OES-09-402RA	
JE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	
PERSONNEL EXPENSES					
(Indirect Allocated Costs Only- General and Administrative Staff)					
POSITION TITLE		AVE. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL SALARY ALLOCATED TO TOTAL AGREEMENT	
1	SUBTOTAL FROM 4A-1		856,036	2,892	
2	SUBTOTAL FROM 4A-2		854,205	2,886	
3	SUBTOTAL FROM 4A-3		772,195	2,609	
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21	TOTAL		2,482,436	8,386	
COLUMN 5		COLUMN 6			
TOTAL FRINGE BENEFITS		SUMMARY			
22	TYPE OF BENEFIT (SPECIFY)	% SALARY	EXPENSE	ITEM	
23	FICA TAX	7.65%	642	TOTAL SALARY	8,386
24	UNEMPLOYMENT INSURANCE	0.50%	42	TOTAL FRINGE	2,227
25	WORKERS' COMPENSATION	0.62%	52		
26	HEALTH/DENTAL	8.94%	749	TOTAL	10,613
27	PENSION	3.85%	323	Remarks:	
28	OTHER	5.00%	419		
29	TOTAL FRINGE BENEFITS		2,227		

STATE OF MAINE HEALTH AND HUMAN SERVICES EXPENSE DETAILS	AGENCY NAME:	Goodwill Industries of Northern New England, Inc.
	PROGRAM NAME:	Senior Community Service Employment Program ARRA
	AGREEMENT START DATE:	July 1, 2009
	AGREEMENT END DATE:	June 30, 2010
	AGREEMENT # DHHS:	OES-09-402RA

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF LINE ITEM	AMOUNT (from Form 2)	DETAIL
EQUIPMENT PURCHASES	0	
SUB-RECIPIENT AWARDS	0	
OCCUPANCY - DEPRECIATION	0	
OCCUPANCY - INTEREST	0	
OCCUPANCY - RENT	0	
UTILITIES/HEAT	0	
TELEPHONE	1,200	Telephone allocation for program cell number and Lewiston office
MAINTENANCE/MINOR REPAIRS	0	
BONDING/INSURANCE	0	
EQUIPMENT RENTAL/LEASE	0	
MATERIALS/SUPPLIES	250	Consumable supplies
DEPRECIATION (Non-occupancy)	0	
FOOD	0	
CLIENT-RELATED TRAVEL	750	Participant mileage reimbursement and bus vouchers
OTHER TRAVEL	1,402	Staff mileage reimbursement for outreach activities
CONSULTANTS - OTHER	0	
INDEPENDENT PUBLIC ACCOUNTANTS	0	
TECHNOLOGY SERVICES/SOFTWARE	500	
MISCELLANEOUS	1,500	Miscellaneous Client Support

RIDER F-1
AGREEMENT SETTLEMENT FORM (ASF)
PRO-FORMA - BUDGET

(see instructions and MAAP page 10-11)

Community Agency: Goodwill Industries of Northern New England, Inc.
Fiscal Year End: 6/30/10
Funding Department: Health and Human Services
Agreement # DHHS: OES-09-402RA
Agreement Period: 7/1/09 - 6/30/09
Agreement Amount: 147,161
Program/Service: Job Training

Part I -- AGREEMENT TOTALS		REVENUE	EXPENSE	BALANCE
1.)	PER AGREEMENT BUDGET	163,561.00	163,561.00	0.00
AGREEMENT ADJUSTMENTS				
2.)	In-kind	16,400.00 #	16,400.00	0.00
3.)				0.00
4.)				0.00
5.)				0.00
6.)				0.00
7.)				0.00
8.)				0.00
9.)	TOTAL ADJUSTMENTS	16,400.00	16,400.00	0.00
10.)	TOTALS AVAILABLE FOR COST SHARING	147,161.00	147,161.00	0.00

Part II -- AGREEMENT COST SHARING		% OF BUDGET	REVENUE	EXPENSE	BALANCE
11.)	Agreement # (state funds)				0.00
12.)	Agreement # (federal funds)	100%	147,161.00	147,161.00	0.00
13.)	All Other				0.00
14.)	TOTALS	1.00	147,161.00	147,161.00	0.00

Notes to Adjustments:

RIDER F-2 AGREEMENT COMPLIANCE FORM

This section identifies compliance requirements that must be considered in audits of agreements between the Department and a Community Agency. Below is a summary of required compliance tests as well as sections within the agreement award relevant to such testing. Failure to comply with any of these areas could lead to material deficiencies.

Review the **Federal** compliance requirements specific to the following CFDA identifiers:

CFDA # _____ CFDA # _____ CFDA # _____

OMB A-133 Compliance Supplement located at www.whitehouse.gov/omb/circulars/a133_compliance/08/08toc.html

and review all the State compliance requirements listed below that apply to Federal Funds.

 X Review the **State** compliance requirements in applicable areas specified below:

<u> X </u>	1.) INTERNAL CONTROL	
<u> X </u>	2.) STANDARD ADMINISTRATIVE PRACTICES	
	<u> A </u> OMB A-110/Common Rule	<u> B </u> Department Additions
	General	
	Pre-award Requirements	
	Financial and Program Mangement	Standards for Bonding
	Property Standards	Program Budget
	Procurement Standards	
	Reports and Records	
	Termination and Enforcement	
	After the Award Requirements	
<u> X </u>	3.) ACTIVITIES ALLOWED OR UNALLOWED	<u> Rider A & D </u>
<u> X </u>	4.) ALLOWABLE COSTS/COST PRINCIPLES	
	<u> X </u> OMB A-122	<u> OMB A-21 </u>
	_____ OMB A-87	
<u> X </u>	5.) CASH MANAGEMENT	<u> Rider D </u>
<u> X </u>	6.) ELIGIBILITY	<u> Rider E </u>
<u> X </u>	7.) EQUIPMENT AND REAL PROPERTY MANAGEMENT	<u> </u>
<u> X </u>	8.) MATCHING, LEVEL OF EFFORT, EARMARKING	<u> </u>
<u> X </u>	9.) PERIOD OF AVAILABILITY OF FUNDS	<u> </u>
<u> X </u>	10.) PROCUREMENT AND SUSPENSION AND DEBARMENT	<u> Rider D </u>
<u> </u>	11.) PROGRAM INCOME	<u> </u>
<u> X </u>	12.) REPORTING	<u> Rider A </u>
<u> X </u>	13.) SUBRECIEPIENT MONITORING	<u> Rider B & D </u>
<u> X </u>	14.) SPECIAL TESTS AND PROVISIONS	<u> </u>
<u> X </u>	15.) AGREEMENT SETTLEMENT:	<u> X </u>
	(Check all that are applicable)	
	COST SHARING	<u> </u>
	FEE FOR SERVICE	<u> </u>
	UNIT COST	<u> </u>
	LINE ITEM EXPENSE	<u> </u>
	OTHER (specify):	<u> </u>

Agreement to Purchase Services

**IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

 X **United States. Please identify state: Maine**
 Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

Agreement to Purchase Services

RIDER I MAINE STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLES VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, THE CODE OF FAIR PRACTICES AND AFFIRMATIVE ACTION AND STATE OF MAINE EXECUTIVE ORDER 17/FY 04/05.

The Provider/Contractor provides this assurance in consideration of and for the purpose of obtaining Federal/State grants, loans, contracts, property, discounts or other Federal/State financial assistance from the U.S./State Departments of Health and Human Services.

By signing this contract, Rider I Assurance of Compliance is by agreement fully incorporated into the contract.

THE PROVIDER/CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Titles VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States, shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department. Specifically, providers of client services shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are limited English proficient (LEP); determine the primary language of applicants/clients and/or family members, and ensure that bi-lingual workers or qualified interpreters will be provided at no cost to the applicant/client.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department. Specifically, providers shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are deaf, hard or hearing, late deafened, speech impaired and/or nonverbal. The Provider will provide visible or tactile alarms for safety and privacy, telecommunications device for the deaf (TTY), amplified phone or fax machine, and train staff in the use of adaptive equipment. The Provider shall obtain the services of a qualified, licensed sign language interpreter or other adaptive service such as CART or C-Print at no expense to the applicant/client or family member.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of /or be otherwise subjected to discrimination under any education program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.
5. The Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 781 *et. seq.*, to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the Provider/Contractor agrees as follows:
 - A. That it will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age physical or mental disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Provider/Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Provider/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
 - C. The Provider/Contractor will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Provider/Contractor will cause the foregoing provisions to be inserted in all contracts for any work

Agreement to Purchase Services

covered by this agreement so that such provisions will be binding upon each subcontractor.

- E. Provider/Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

6. State of Maine Executive Order 17 FY 04/05 which provides that all contractors entering into contracts for services to be provided to or on behalf of the State of Maine not discriminate against any employee or applicant for employment because of that employee's or applicant's sexual orientation. Solicitations or advertisements for employment by the contractor or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to sexual orientation. Contractor will notify each labor union or workers' representative of the contractor's obligations under State of Maine Executive Order 17 FY 04/05 and post such notice in conspicuous places available to employees and applicants for employment. The contractor will cause the requirement of State of Maine Executive Order 17 FY 04/05 to be inserted in all contracts for work covered by a State contract for services such that the requirements will be binding on any and all subcontractors. The Provider further stipulates that services will be provided in a culturally sensitive and age appropriate manner.

The Provider/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal/State financial assistance, and that it is binding upon the Provider/Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Provider/Contractor also agrees that the Department may withhold financial assistance to any recipient found to be in violation of the Maine Human Rights Act, 5 M.R.S.A. § 4551 *et. seq.* or the Federal Civil Rights Act, 42 U.S.C. § 1981 *et. seq.* in accordance with 5 M.R.S.A. § 783. If any real property or structure thereon is provided or improved with the aid of Federal/State financial assistance extended to the Provider/Contractor by the Department, this assurance shall obligate the Provider/Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal/State financial assistance is extended or for another purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance shall obligate the Provider/Contractor for the period during which it retains ownership or possession of the property. The Provider/Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of the assurance.

* Technical assistance and information relating to the requirements associated with sections 1 through 5 can be found at U.S. Health and Human Services Website: www.hhs.gov/ocr/pregrant/indexpg.html. Technical assistance and information regarding section 1 can also be found at the U.S. Equal Employment Opportunity Commission website: www.eeoc.gov. Technical assistance and information relating to the requirements associated with section 6 can be found at www.state.me.us/mhrc/laws.htm. For technical assistance and information relating to section 6 above, please refer to www.ian.wvu.edu/links/adalinks.html. Information relating to section 6 can be found at <http://ianus.state.me.us/legis/statutes/search.asp>